

# EXHIBIT A

Between Misonix Incorporated  
1938 New Highway  
Farmingdale, NY 11735  
USA

(hereinafter referred to as the "Company")

and Cicel (Beijing) Science & Technology Co. Ltd.  
Room 1206 Office Tower A,  
New World Center No. 3  
Chongwenmen Wai Street  
Beijing, P.R. China 100062  
(Hereinafter referred to as the "Distributor")

the following

SOLE DISTRIBUTION AGREEMENT

has been entered into today (hereinafter referred to as this "Agreement") and replaces any previous Agreement(s) between the Parties:

1.0 Definitions

1.1 The term "Products" as used in this Agreement shall mean the products appearing on the product list attached to this Agreement as Exhibit 1.

1.2 The term "Territory" as used in this Agreement shall mean the countries or geographical areas specified in Exhibit 2 to this Agreement.

2.0 Appointment

2.1 Company appoints the Distributor as sole distributor for resale of the Products within the Territory.

2.2 Company will not appoint other distributors or authorise others to sell the Products in the Territory.

2.3 The Distributor may, according to agreement with Company, appoint sub-distributors and other sub-representatives within the Territory; however, it is the responsibility of the Distributor to notify the Company, in writing, and within 30 days of their appointment.

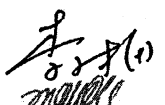
2.4 Company reserves the right to delete Products from the product list (Exhibit 1) at any time following a one (1) year notice period, which will be delivered in writing. Company is not obliged to include new products on the product list.

### 3.0 Orders

3.1 Orders shall be for at least standard minimum delivery requirements as established by Company from time to time and will be subject to acceptance by Company. Current minimum delivery requirements are one (1) each of any catalogue number. Thus, Company shall be entitled to accept or reject any order placed by the Distributor and may accept orders in whole or in part and no order shall be binding on Company until accepted in writing or by way of electronic transmission (e-mail) by Company.

3.2 Company shall, however, use all reasonable endeavours to accept and fulfil orders placed by the Distributor. Company shall be particularly dedicated to accepting and fulfilling orders from the Distributor, which are within the framework of the relevant forecast supplied by the Distributor, cf. Clause 6.1.10 below.

3.3 All orders shall be governed by this Agreement with the accompanying exhibits. In the event of any dis-

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crepancy between this Agreement with its exhibits and any purchase order or other document used by the Distributor when placing the order, the former shall prevail.

4.0 Times and Terms of Delivery

4.1 The estimated time of delivery is 30 Days ARO. In no event shall Company be liable for any damages in respect of any delay or failure in delivering Products to the Distributor; however, if shipment is to be made 31 days or later, following acceptance of order, Distributor shall be notified in writing and freight will be paid for by the Company.

4.2 The Products are delivered to the Distributor ex works Company (INCOTERMS 2000: EXW).

5.0 Terms of Payment

5.1 The Distributor shall pay the amounts invoiced by Company within the number of days specified on the order confirmation, cf. Clause 3.1 above, net from date of invoice unless otherwise specifically agreed between the Parties in writing.

5.2 Payment terms are as follows unless a more favourable credit facility has been agreed to in writing by Company: 100% upon presentation of shipping documents via wire transfer. The preceding terms will apply to orders totalling \$20,001 or greater in value. For orders totalling \$20,000 or less, payment will be 50% in advance via wire transfer with the remainder payable "Net 30 Days," also by wire transfer. All duties and taxes are the responsibility of the Distributor and all payments in US Dollars.

5.3 Company may charge interest on overdue amounts at a rate of one per cent per month or part hereof.

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5.4 The Distributor is not entitled to set off any claims against amounts due or to make deductions of any kind.

6.0 Obligations of the Distributor

6.1 The Distributor undertakes to:

6.1.1 Purchase and sell the Products in its own name and for its own account and to act as independent trader as regards both Company and the customers.

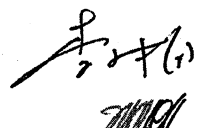
6.1.2 Purchase all Products from Company at the prices stipulated in US\$ in the Distributor Price List of Company in force from time to time and in accordance with the general conditions of sale and delivery of Company in force at the time, when the Distributor's order is accepted by Company. The current price list is attached to this Agreement as Exhibit 3. If there is any discrepancy between the general conditions of sale and delivery and the terms of this Agreement, the latter shall prevail.

6.1.3 Sell the Products under the trade marks or trade names owned or controlled by Company or other trade marks or trade names as designated by Company and subject to the conditions pertaining to the use hereof stipulated by Company from time to time.

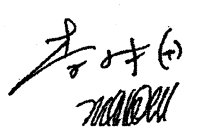
6.1.4 Use its best endeavours to develop, promote and expand the sale, distribution and usage of the Products throughout the Territory.

6.1.5 Establish and maintain adequate operating facilities and dedicated and technically qualified sales personnel capable of exploiting the sales potential of the Territory and of providing sufficient and satisfactory customer service with respect to Products sold within the Territory.

- 6.1.6 Meet the minimum annual purchase commitments set forth in Exhibit 4 to this Agreement. Such minimum purchase commitments may be adjusted, whenever a new product is added to the product list (Exhibit 1).
- 6.1.7 Appoint at least one individual (Manager) to be in charge of and internally responsible for the product line of Company.
- 6.1.8 Submit a report to Company concerning the condition of the Distributor in general and the activities of the Distributor with respect to the Products in particular, whenever material changes or developments occur, and otherwise within 30 days after receipt of a request to this effect from Company.
- 6.1.9 Provide Company with a market report, whenever the sales prices of the Distributor or of competitors are subjected to material changes and otherwise within 30 days after receipt of a request to this effect from Company.
- 6.1.10 Provide Company annually, in the month of May, with a sales report regarding the preceding 11 months and with a sales forecast concerning the coming 12 months.
- 6.1.11 Abstain from altering, amending or otherwise changing the packaging and labels of the Products without the prior written consent of Company.
- 6.1.12 Refrain during the validity of this Agreement from the manufacture, distribution or sale of goods, which are in any way competitive with the Products. Company has accepted that the Distributor markets and sells the products identified on the competitor product list attached to this Agreement as Exhibit 5.

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- 6.1.13 Keep records covering all relevant activities of the Distributor with respect to the Products.
- 6.1.14 Inform Company promptly of any unlawful competition or infringement of trade marks, trade names, copy rights or patents owned or controlled by Company, which comes to the knowledge of the Distributor.
- 6.1.15 Refrain, outside of the Territory, from promoting the sale of the Products, including by way of soliciting orders, establishing any branch or maintaining any distribution depot. This limitation shall, however, only extend to countries and/or areas or groups of customers that Company has reserved for itself or has granted to another distributor on an exclusive basis.
- 6.1.16 Abstain during the validity of this Agreement from advising or working for, including, but not limited to, by way of membership of the Board of Directors or of the Board of Management or by way of consultancy assistance, or having, directly or indirectly, a financial interest in any competitor of Company.
- 6.1.17 Accomplish at its own expense the necessary promotion and advertising programme and co-operate with Company in promotional and marketing campaigns. Furthermore, the Distributor shall inform Company well in advance of any participation in fairs and trade exhibitions in the Territory.
- 6.1.18 Provide the free assistance annually of at least one individual at an international exhibition arranged by Company upon the request of Company.
- 6.1.19 When required by Company, make its sales staff and service personnel available on its own account for training arranged by Company.

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- 6.1.20 Attend at least one distributor meeting annually upon the request of Company.
- 6.1.21 Provide assistance on its own account with respect to translation of all written materials.
- 6.1.22 Inform Company promptly of any claims in respect of defective Products or based on product liability and simultaneously furnish Company with the necessary documentation.
- 6.1.23 Abstain from making any commitments on behalf of and from accepting or receiving any claim or action commenced against Company.
- 7.0 Obligations of Company
- 7.1 Company undertakes to:
  - 7.1.1 Sell the Products to the Distributor at the prices in US\$ stipulated in the Distributor Price List (Exhibit 3) of Company in force from time to time.
  - 7.1.2 Generally notify the Distributor 90 days in advance of any change in the Distributor Price List (Exhibit 3) and in the general conditions of sale and delivery.
  - 7.1.3 Furnish the Distributor free of charge and at Company discretion with leaflets and brochures in reasonable quantities, in order to support the promotion of the Products in the Territory. Other promotional material is to be paid by the Distributor according to current price lists of Company.
  - 7.1.4 Furnish other commercial assistance and technical aid at the discretion of Company.
  - 7.1.5 Indemnify the Distributor in respect of all claims against the Distributor for infringement by the

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Products of patents or other property rights of third parties.

- 7.1.6 Use its best endeavours to supply the Distributor in advance with information with respect to material changes of the Products.
- 7.1.7 Provide training for employees of the Distributor in the operation of the Products.
- 7.1.8 Promptly inform the Distributor in the event that Company shall not be able to accept an order, or that Company shall not be capable of delivering within the estimated time frame.
- 7.1.9 Upon the request of the Distributor assist the Distributor free of charge in planning promotion activities.
- 7.1.10 Inform the Distributor in advance of any participation on the part of Company in fairs and trade exhibitions in the Territory.
- 8.0 Product Recall
- 8.1 Company shall initiate and be in charge of all non-commercial Product recalls, unless the Distributor by law is required to do so.
- 8.2 The Distributor shall cooperate with Company with a view to optimising any Product recall or similar action. The Distributor shall inter alia keep all returned Products until further notice from Company.
- 8.3 Company shall defray all the necessary and reasonable direct costs related to the implementation of all Product recalls initiated and controlled by Company, i.e. associated with replacement of the recalled Products, transportation from customers to



the Distributor and from the Distributor to Company, etc.

9.0 Registration Procedures

9.1 All necessary Product related registrations shall be made in the name of and on the account of the Distributor, except that Company assumes responsibility for the following registrations: FDA, Health Canada, ISO, CE and others that may be identified from time to time.

9.2 Company shall provide requisite documentation and information for the Distributor to be able to prepare, execute and submit the relevant registration forms.

9.3 Company shall be without any liability whatsoever towards the Distributor in the event that contrary to expectations the combined efforts of the Parties with a view to obtaining the necessary registrations of the Products in the Territory shall prove futile.

10.0 Intellectual Property Rights

10.1 All patents, trademarks, copyrights and similar legal protection regarding or associated with the Products and written material connected to the Products shall be the sole and uncontested ownership of Company or its affiliates.

10.2 The Distributor shall not use any of these intellectual property rights at any time, during or after the validity of this Agreement, except for the purpose of fulfilling its rights and obligations under this Agreement.

10.3 The Distributor acknowledges the exclusive title of Company or its affiliates to the intellectual prop-

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erty rights to the Products and hereby waives any rights with respect to the same.

11.0 Obligations of Secrecy

11.1 The Distributor shall, even after the expiry of this Agreement, treat all trade secrets and information relating to the Products and the business of Company as confidential and shall not disclose the same other than to such of its staff for whom such information is essential.

11.2 The Distributor shall procure that such staff undertakes to be bound by the obligations of secrecy as set forth in Clause 11.1 above. The Distributor shall be responsible for any breach of this Clause by any such staff.

11.3 The Distributor further undertakes not to utilize any such trade secrets or information in the manufacture, sale or marketing of any products competitive with the Products.

12.0 Terms of Agreement

12.1 This Agreement shall commence on ~~May 25~~, 2013.

June 1 ~~st~~

12.2 This Agreement shall remain in force for a period of 60 months following the registration of the last product approved for sale.

12.3 During the notice period the Distributor shall continue to sell the Products at normal prices and conditions.

12.4 In addition, upon termination, any indebtedness of the Distributor shall become immediately due and payable, and the acceptance on the part of Company of any orders placed by the Distributor during the

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notice period will be conditional upon prepayment of the purchase price.

13.0 Cancellation

13.1 Notwithstanding Clause 12, this Agreement can be terminated forthwith subject to notice by registered letter at any time in the event that:

13.1.1 The Distributor commits a breach of any of the terms of this Agreement and the breach is not remedied within 15 days after written notice by Company requiring a remedy of the same.

13.1.2 To the extent permitted by applicable mandatory law, either Party is declared bankrupt or becomes insolvent or subject to proceedings under any law pertaining to the relief of debtors or the settlement of debts.

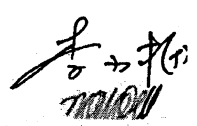
13.1.3 The Distributor fails to meet the minimum purchase requirements for two (2) consecutive quarters.

13.2 The Distributor acknowledges that Company has granted this distributorship in consideration of the present management, organization, ownership and location of the distributor as known and accepted by Company today. The Distributor is obliged to promptly inform Company of any change in the conditions. Company therefore reserves the right to render a one month advance notice by registered letter to the Distributor to terminate this Agreement in the event that any material change should occur.

14.0 Consequences of Termination

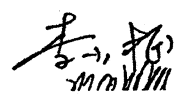
14.1 Upon the expiry of this Agreement the following provisions shall apply:

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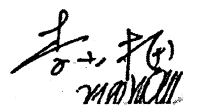
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- 14.1.1 Company shall be relieved of any further obligation to perform except for purchase orders already accepted and confirmed, which will be processed in the normal way.
- 14.1.2 Any further indebtedness of the Distributor shall become immediately due and payable, and Company may retain as security or apply as payment against any such indebtedness any Products or other assets of the Distributor in the possession of Company.
- 14.1.3 The Distributor shall discontinue the use of the industrial property rights of Company or its affiliates cf. Clause 10 above.
- 14.1.4 Company shall not be liable to the Distributor either for compensation or damage of any kind or on account of loss by the Distributor of present or prospective profits on present or prospective sales, investments or goodwill, and the Distributor hereby waives any rights, which may be granted pursuant to applicable law.
- 14.1.5 The Distributor shall return to Company all documents and other tangible evidence of any confidential information, any technology and any material relating to the Products.
- 15.0 Liability
- 15.1 Company disclaims all liabilities for losses and damages - direct or indirect - which the Distributor may suffer in the event of any delay in fulfilling orders or in supplying Products. The only exception will be for orders that have not shipped within 60 days following order confirmation. Furthermore, Company's financial liability will be limited to \$2,500 per purchase order that meets this criteria, or actual dollar (\$) damages, whichever is less.

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- 15.2 Without incurring any liability whatsoever Company has the right at any time to discontinue the manufacture or import of any of the Products and to change the specifications thereof.
- 15.3 Company declares that the Products shall be free from defects of material or workmanship (Warranty Statement attached as Exhibit 6), manufactured in accordance with the standards of ISO 13485: 2003 + AC: 2007 and will conform with the specifications therefore, and that Company shall replace or repair defective Products, provided that
- 15.3.1 The Products are used in accordance with the instructions of use supplied by Company,
- 15.3.2 The Products have not been subjected to misuse, neglectful treatment or damage,
- 15.3.3 The Products have not been altered or reverse engineered.
- 15.3.4 Any claim for breach of warranties is made in writing to Company as soon as possible and within 15 days at the latest after receipt of the Product in respect of which the claim is made by the Distributor.
- 15.3.5 The claim has been advanced by the Distributor against Company not later than 12 months after the date of shipment of Product to a third party accompanied by a properly completed guarantee claim form as specified by Company.
- 15.4 The Distributor shall provide Company with all available data concerning standards and requirements laid down by the relevant authorities in the Territory in relation to the Products.

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16.0           Assignments

16.1           Rights and obligations according to this Agreement cannot be subject to assignment by either Party without the express prior written consent of the other Party.

16.2           However, Company is entitled to assign any of its rights and/or obligations hereunder to any of its affiliates.

17.0           Severability and Waiver

17.1           If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:


(a) The validity or enforceability in that jurisdiction of any other provision of this Agreement or

(b) The validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

17.2           The failure of either Party at any time or times to require performance of any provision hereof shall in no manner affect its right to enforce such provisions at a later time.

17.3           No waiver by either Party of any condition nor the breach of any term, covenant, representation, warranty or undertaking contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a waiver of any other condition or deemed to be or construed as the breach of any other term, covenant, representation, warranty or undertaking in this Agreement.

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18.0 Governing Law and Venue

18.1 All disputes or disagreements, which may arise in connection with this Agreement, and which cannot be settled amicably between the parties, shall be finally decided in accordance with the laws of the State of New York, U.S.A., without regard to any rules on conflicts of law.

18.2 Both parties submit to the exclusive jurisdiction of any state or federal court located in New York ("New York Court") over any suit, action or proceeding ("Action") arising out of or relating to this Agreement or the relationship between the parties, except that Company may choose to institute proceedings in the country in which the Distributor is located. The Distributor waives any objection to the venue of any Action brought in any New York Court and any claim that the Action has been brought in an inconvenient forum. The Distributor agrees that a final judgement in any Action brought in any New York Court shall be conclusive and binding upon it and may be enforced in any other courts to whose jurisdiction it may be subject.

Date: May 20, 2013

Date: May 20, 2013

For and on behalf of:  
Misonix Incorporated

For and on behalf of:  
Cicel Enterprise Co., Ltd.



May Lee  
President

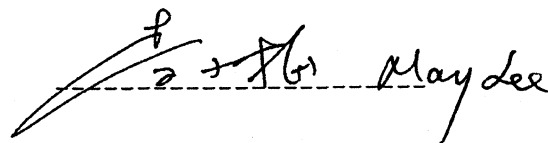




Exhibit 1

Products

SonaStar® Ultrasonic Aspiration System, Accessories and Disposables

BoneScalpel™ Ultrasonic Bone Cutting System, Accessories and Disposables

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Exhibit 2

Territory

Peoples Republic of China, including Hong Kong.

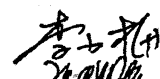
  
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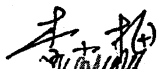
Exhibit 3

Price Lists

SEE ATTACHED DISTRIBUTOR PRICE LIST

Price List Notes:

1. Reasonable quantities of BoneScalpel and SonaStar Systems, for demonstration purposes, may be purchased at normal distributor price less 30% for BoneScalpel and less 45% for SonaStar
2. Reasonable quantities of demonstration disposables (samples) may be purchased for both products for normal distributor price less 50%
3. Special 'Year One' pricing for SonaStar Systems will be \$33,960 for purchases of 1-3 Systems per purchase order, for immediate delivery. For purchases of 4 Systems or more per purchase order & immediate delivery, the unit price will be \$30,500.00
4. Special 'Year One' pricing for BoneScalpel Systems, per purchase order as listed above will be \$21,250 for 1-4 Systems per purchase order and \$19,500.00 for 5 or more Systems per purchase order. For special orders of 10 or more systems, ordered for imme-



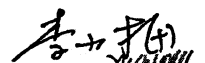
diate delivery, pricing will be subject to "special pricing", but not less than \$17,000.00 each.

5. Special 'Year One' pricing for all disposables will be prevailing distributor list price less 30% for BoneScalpel and less 25% for SonaStar. Minimum order will be 100 Bone Scalpel blades (mixed numbers), Sonostar tips, minimum order will be 30 tips, (mixed tips)
6. Pricing for subsequent contract years will be negotiated at least 30 days prior to the start of a new contract year.

Exhibit 4Yearly Purchase Minimums\*

<u>Product</u>	<u>Year</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>Total</u>
All Products	1	\$150,,000	\$250,000	\$250,000	\$275,000	(Total \$925,000.00
All Products	2	\$300,000	\$300,000	\$325,000	\$350,000	\$1,275,000.00 (Total)
All Products	3*					
All Products	4*					
All Products	5*					

\*To be negotiated not less than 45 days prior to the end of the current contract year; however, in the event that mutual agreement cannot be reached, quarterly quota in the succeeding year will increase by no more than 25% of the quarterly quota then in force.



Note: Minimum purchases for each product line commence with the achievement of the registration certificate required for free sale in China

Exhibit 5

Competitive Product

Cicel's distribution agreement for Soring's therapeutic ultrasound systems will be unilaterally terminated by Cicel within the 1<sup>st</sup> year post registration of the SonaStar for sale in China.

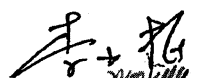
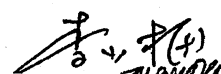
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Exhibit 6

Warranty Statement

Please See Attached Document

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## 2013 Misonix Surgical Distributor Price List

Effective May 1, 2013

### SonaStar® Ultrasonic Aspiration System

Part Number	Description	Unit of Measure	Price per System (USD)
<b>SYSTEM-M260-0</b> Featuring SonaStar & OsteoSculpt Tissue Ablation, Adaptive RF Capability, Wireless Footswitch Control	<b>SonaStar Ultrasonic Surgical Aspiration System</b> Included in the system: (1) Generator Console (110V or 220V) (1) Wireless Footswitch (1) Remote IR Receiver (2) Autoclavable Torque Wrench (2) Autoclavable Torque Fixture (1) IV Pole (3) Handpiece Brush (3) Probe Brushes (1) Vacuum Canister (1) Vacuum Canister Ring (1) Suction Tubing (1) Power cord* (1) Instruction Manual <i>*Local power cord to be supplied by distributor.</i> You have the choice of any two handpcs to be included in with the above SonaStar System: SonaStar Short Straight Handpiece (CFSX6-H221) Included with the Short Straight handpiece are the following housings: (1) Aspiration Long Front Housing for Short Straight Handpiece (1) Aspiration Short Front Housing for Short Straight Handpiece (1) OsteoSculpt Long Front Housing for Short Straight Handpiece SonaStar Curved Extended Handpiece (CFSX6-H222) Included with the curved extending handpiece are the following housings: (1) Aspiration Front Housing for Curved Extended Handpiece	System	\$55,600.00

<b>SYSTEM-M280-0</b> Featuring SonaStar & OsteoSculpt Tissue Ablation, Adaptive RF Capability, Wireless Footswitch Control	<b>SonaStar Ultrasonic Surgical Aspiration System</b> Included in the system: (1) Generator Console (240V) (1) Wireless Footswitch (1) Remote IR Receiver (2) Autoclavable Torque Wrench (2) Autoclavable Torque Fixture (1) IV Pole (3) Handpiece Brush (3) Probe Brushes (1) Vacuum Canister (1) Vacuum Canister Ring (1) Suction Tubing (1) Power cord* (1) Instruction Manual <i>*Local power cord to be supplied by distributor.</i> You have the choice of any two handpcs to be included in with the above SonaStar System: SonaStar Short Straight Handpiece (CFSX6-H221) Included with the Short Straight handpiece are the following housings: (2) Aspiration Long Front Housing for Short Straight Handpiece (2) Aspiration Short Front Housing for Short Straight Handpiece (2) OsteoSculpt Long Front Housing for Short Straight Handpiece SonaStar Curved Extended Handpiece (CFSX6-H222) Included with the curved extending handpiece are the following housings: (2) Aspiration Front Housing for Curved Extended Handpiece	System	\$55,600.00
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### SonaStar Handpieces - Autoclavable

Part Number	Description	Unit of Measure	Price (USD)
CFSX6-H221	SonaStar Short Straight 23 kHz Universal Handpiece	each	\$7,500.00
CFSX6-H222	SonaStar Curved Extended 23kHz Handpiece	each	\$7,500.00

Effective May 1, 2013